

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)	
a Delaware corporation; and)	
QUALCOMM TECHNOLOGIES, INC.,)	
a Delaware corporation,)	
)	C.A. No. 24-490 (MN)
Plaintiffs,)	
)	
v.)	
)	
ARM HOLDINGS PLC., f/k/a ARM LTD.,)	REDACTED PUBLIC VERSION
a U.K. corporation,)	
)	
Defendant.)	

**PLAINTIFFS' RESPONSE TO DEFENDANT'S STATEMENT OF UNDISPUTED
MATERIAL FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT
UNDER *NOERR-PENNINGTON* AND FOR LACK OF CAUSATION WITH RESPECT
TO QUALCOMM'S GOOD FAITH AND FAIR DEALING, TORTIOUS
INTERFERENCE, AND UCL CLAIMS (COUNTS III-VI); AND FOR PARTIAL
SUMMARY JUDGMENT ON QUALCOMM'S BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND FAIR DEALING (COUNT III)**

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Pursuant to Paragraph 9(b) of the Scheduling Order (D.I. 44), Plaintiffs Qualcomm Inc., and Qualcomm Technologies, Inc. (collectively, “Qualcomm”) hereby respond to the Concise Statement of Facts submitted by Defendant in support of its motion for summary judgment (D.I. 421).¹

I. THE PRIOR LITIGATION AND BREACH LETTER

1. Disputed in part in that the quoted language regarding Arm’s purported “right to terminate” the Qualcomm ALA does not appear on the cited page 2 of Arm’s November 15, 2022 Answer. D.I. 423 Ex. 1. Undisputed for the purposes of this motion that Arm’s April 11, 2024 Answer to Qualcomm’s Second Amended Counterclaim contained a statement alleging that Qualcomm was in breach of its ALA. This statement was not tied to any affirmative defense, claim, or request for relief.

2. Disputed as to the purported reason for Arm’s sending of the October 22, 2024 letter and Arm’s characterization that “Qualcomm made publicly available a summary of the contents.” Arm’s CEO testified that [REDACTED]

[REDACTED]
[REDACTED]. Ex. 88 at 106:19-109:13 (Haas).

After Bloomberg News published a story on the October 22 letter, Qualcomm included just three sentences on the parties’ letters in its Form 10-K. D.I. 423 Ex. 6 at -531. Undisputed for the purposes of this motion that Arm sent Qualcomm a letter on October 22, 2024 that contained the quoted language; that Arm did not directly quote the ALA in its letter; and that Qualcomm responded to Arm’s letter on October 28, 2024.

¹ For ease of reference, Plaintiffs have copied Arm’s headings, but do not necessarily agree that Arm’s headings are accurate.

3. Disputed as to Arm’s characterization of the Bloomberg article. Bloomberg did not just “describ[e] the letter as part of the parties’ ongoing ‘legal fight,’” as Arm claims, but described the letter as “canceling a license”, “escalating [the] legal dispute”, and “ratchet[ing] up [the] legal fight.” D.I. 423 Ex. 7 at -057. Undisputed for the purposes of this motion that [REDACTED]

4. Disputed as to Arm’s characterization that Arm had a “claim” from breach of the Qualcomm ALA in the Arm Action. There was no such claim in Arm’s complaint. Ex. 70 (Arm Action D.I. 1). Undisputed for the purposes of this motion that the transcript contains the quoted language.

5. Disputed that the redacted version of the First Amended Complaint was filed on December 16, 2024; it was filed on January 3, 2025 with redactions as agreed upon by the parties. *See* D.I. 39. The public version containing the agreed-upon redactions omitted all discussion of ALA terms at issue in Qualcomm’s breach of the implied covenant claim of good faith and fair dealing claim. *See* D.I. 39-1.

6. Undisputed for purposes of this motion. Qualcomm notes that Arm designated the January 8, 2025 letter as “Privileged and Confidential.” D.I. 423 Ex. 9.

7. Disputed, except as to the fact that Arm and Qualcomm exchanged letters on January 22 and 30, 2025. Disputed as to Arm’s characterization of Qualcomm’s position on the confidentiality of the parties’ communication, which was in fact that Arm’s “[p]ublicizing the October 22 notice but then claiming that the January 8 letter retracting that notice is confidential is entirely unacceptable and further evidence of Arm’s bad-faith efforts to harm Qualcomm.” D.I. 423 Ex. 10 at -675. And Qualcomm stated that it was “required by law to disclose the fact that Arm has withdrawn that notice [of breach] and indicated that it has no current plan to terminate

the Qualcomm ALA,” (*id.* at -676)—not that it was required to disclose the parties’ correspondence generally.

8. Disputed to the extent that Arm’s description of Mr. Weiser as a “Qualcomm attorney” is meant to suggest that Mr. Weiser made a legal determination as to Qualcomm’s disclosure obligations. Mr. Weiser testified [REDACTED] Ex. 93 at 42:23-43:7 (Weiser).

9. Undisputed for the purposes of this motion that Arm’s expert is offering the quoted opinions. Qualcomm has moved to exclude Mr. Richards’s testimony in its entirety. *See* D.I. 434.

10. Undisputed for the purposes of this motion that the transcript contains the quoted language. Mr. Amon also testified that [REDACTED]
[REDACTED] D.I. 423 Ex. 14 at 176:19-178:25.

11. Disputed in part as to Arm’s characterization that Prof. Posner “labels the Breach Letter”—as opposed to Arm’s leak of that letter—as [REDACTED] *See* D.I. 423 Ex. 17 ¶¶ 45, 65; D.I. 423 Ex. 15 ¶¶ 51, 53-54. Similarly disputed in part as to Arm’s omission of the reference to Arm’s leak in Ms. Chaplin’s testimony: [REDACTED]
[REDACTED] D.I. 423 Ex. 18 at 125:6-17. Undisputed for the purposes of this motion that Prof. Posner opined that [REDACTED]
[REDACTED]

II. QUALCOMM’S PROSPECTIVE [REDACTED]

12. Undisputed for purposes of this motion.

13. Disputed as to the suggestion that Qualcomm did not have a “positive history” with [REDACTED]. Mr. Krishnamohan’s statements that [REDACTED]
[REDACTED]

[REDACTED] D.I. 424 Ex. 20; *see also* D.I. 423 Ex. 14 at 250:19-253:10.

14. Undisputed for purposes of this motion as to the paragraph and its n.1.

15. Undisputed for purposes of this motion that the quoted statements accurately reflect statements made by Mr. Krishnamohan, but Qualcomm notes that [REDACTED]

[REDACTED]

[REDACTED] D.I. 424 Ex. 23 at -024.

16. Disputed that Mr. Krishnamohan's [REDACTED]

[REDACTED]

[REDACTED]. Also disputed to the extent that Arm intends to suggest that the communication in Exhibit 24 is the only documentation of [REDACTED] outreach regarding Arm's October 22 letter. *See, e.g.*, Ex. 73.

17. Undisputed for purposes of this motion that the quoted statements accurately reflect statements made in email correspondence between Qualcomm and [REDACTED].

18. Undisputed for purposes of this motion that the quoted statements accurately reflect statements made in email correspondence between Qualcomm and [REDACTED].

19. Undisputed for purposes of this motion that the quoted statements accurately reflect statements made by Mr. Krishnamohan and that [REDACTED]

[REDACTED].

20. Disputed as to Arm's characterization that the exhibits cited in n.2 were "exchange[d]" with [REDACTED]; the majority of exhibits 29 through 60 to D.I. 424 are internal drafts of the Qualcomm-[REDACTED] term sheet. Undisputed for purposes of this motion that [REDACTED]

[REDACTED].

21. Disputed as to Arm's speculation as to what [REDACTED]
[REDACTED] The emails cited as exhibits 61 and 62 to D.I. 424 are from [REDACTED]
[REDACTED]. See D.I. 424 Ex. 28
at -969.

22. Undisputed for purposes of this motion that the quoted statements accurately reflect
statements made by [REDACTED].

23. Undisputed for purposes of this motion.

24. Disputed to the extent that Arm seeks to imply that a provision must “expressly
reference[] any litigation risks” to take into account such risks. Undisputed for purposes of this
motion that the final term sheet contains the quoted language. Qualcomm notes that the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] D.I.
424 Ex. 28 at -70.

25. Undisputed for purposes of this motion. Qualcomm notes that Arm also declined
to follow through in pursuing third-party discovery from [REDACTED] during the fact discovery period.

26. Disputed to the extent Arm implies that Mr. Amon's understanding of the “financial
impact” to Qualcomm's [REDACTED]. Mr.
Amon testified that [REDACTED]
[REDACTED]. D.I. 423 Ex. 14 at 21:9-22:21
(Amon).

27. Disputed. Mr. Mulabagal testified that, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Ex. _ (Mulabagal) at 55:14-57:22. He merely said [REDACTED]

[REDACTED] *Id.* at 58:1-3.

III. QUALCOMM’S BUSINESS OPPORTUNITIES WITH OTHER CUSTOMERS

28. Undisputed for purposes of this motion.

29. Disputed as to Arm’s suggestion that [REDACTED]

[REDACTED] [REDACTED] D.I.

423 Ex. 14 at 282:5-283:10 (Amon).

30. Disputed that testimony of Arm’s competition expert that “Arm’s customers[] are Qualcomm’s customers,” D.I. 424 Ex. 71 at 175:8-19, supports that each relevant company “does business with Arm.” Undisputed for the purposes of this motion that Qualcomm has not provided a damages analysis calculating harm to its relationships with the listed customers.

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CERTIFICATE OF SERVICE

I hereby certify that on November 7, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on November 7, 2025, upon the following in the manner indicated:

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